

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is made by and among Lori Saroya and her heirs, successors, executors, administrators, and assigns (collectively referred to as “Ms. Saroya”) and CAIR Foundation, Inc. and its successors, assigns, divisions, parents, affiliates, subsidiaries, officers, directors and related or affiliated companies or organizations (collectively referred to as “CAIR”). Ms. Saroya and CAIR are referred to collectively as the “Parties.”

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8. NON-DISPARAGEMENT. After the Effective Date of this Agreement Ms. Saroya agrees not to make any statement or digital content or cause anyone else to make statements or digital content that are intended to become public, or that should reasonably be expected to become public, and that criticizes, ridicules, disparages or is otherwise derogatory of CAIR or that characterizes CAIR in a negative light. In the case of statements about CAIR, Ms. Saroya agrees that this non-disparagement provision extends to CAIR's subsidiaries, affiliates, and present and former employees, officers, directors and affiliate employees, officers, and directors. Ms. Saroya shall not make any derogatory or negative statements about her employment at CAIR, her time as a Board member with CAIR, or the circumstances of her leaving CAIR. Ms. Saroya agrees to take down any and all public comments, posts, stories, writings, digital content, and all other information about CAIR that were published on social media and all other mediums, whether published in her name, anonymously, or under a pseudonym, that cast CAIR and/or its subsidiaries, affiliates, and present and former employees, officers and directors and present and former affiliate

employees, officers and directors in a negative light, including, but not limited to posts, comments, stories, groups, and/or pages on Facebook, Twitter or Instagram, or any other similar content or medium. Ms. Saroya shall also delete the Facebook groups launched with the titles “CAIR Sexism Project,” “CAIRLESSNESS,” the Google Docs “Evaluation Committee,” the Instagram group @CSDocuProject, and the email account muslimsdocumenting@gmail.com. Such statements and content necessarily include, but are not limited to, the statements attached as **Exhibit A**. Ms. Saroya shall also formally retract all statements made about CAIR and/or its subsidiaries, affiliates, and present and former employees, officers, directors and affiliate employees, by publishing to her Facebook, Twitter, and Instagram, which shall not be subsequently deleted. The retraction shall be approved by CAIR and incorporated into this Agreement prior to publishing. This does not preclude Ms. Saroya from making general statements about CAIR’s positions on national events.

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